



Order Filed on January 26, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**STIPULATION AND AGREED ORDER FOR ALLOWANCE OF GENERAL
UNSECURED CLAIMS OF INTERDESIGN, INC.**

The relief set forth on the following pages, numbered two (2) through five (5), is
ORDERED.

DATED: January 26, 2024



**Honorable Vincent F. Papalia
United States Bankruptcy Judge**

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Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359-VFP
Caption of Order: STIPULATION AND AGREED ORDER FOR ALLOWANCE OF
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This Stipulation and Agreed Order (the “Stipulation”) is entered into between Michael Goldberg, as the duly appointed plan administrator (the “Plan Administrator”) and InterDesign, Inc. (“InterDesign,” and collectively with the Plan Administrator, the “Parties”), through their respective counsel, and the Parties hereby stipulate and agree as follows:

WHEREAS, on April 23, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the Court;

WHEREAS, the Debtors’ chapter 11 cases have been procedurally consolidated;

WHEREAS, on September 14, 2023, this Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and its Debtor Affiliates* [Docket No. 2172] (the “Confirmation Order”), confirming the *Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates* [Docket No. 2160] (as amended, the “Plan”);

WHEREAS, on September 29, 2023, the effective date of the Plan occurred; as of that date, the Plan Administrator is authorized to implement the Plan and any applicable orders of the Bankruptcy Court;

WHEREAS, InterDesign was a supplier of home storage and organizer products to certain of the Debtors in the above-captioned, jointly administered cases and timely filed the following Proofs of Claim (collectively, the “Claims”):

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Claim No.	Date	Debtor	Amount
7187	6/30/2023	Bed Bath & Beyond Inc.	\$999,739.79
7206 ¹	6/30/2023	Liberty Procurement Co. Inc.	\$999,739.79
7247	6/30/2023	Liberty Procurement Co. Inc.	\$999,739.79
8522	07/01/23	Bed Bath & Beyond Inc.	\$243,356.67
8577	07/01/23	Liberty Procurement Co. Inc.	\$243,356.67

WHEREAS Debtor Liberty Procurement Co, Inc. scheduled a general unsecured claim for InterDesign in the amount of \$342,808.25 (the “Scheduled Claim”).

WHEREAS, on November 6, 2023, *InterDesign* filed its *Motion for Order Allowing General Unsecured Claims* [Docket No. 2667] (the “Motion”);

WHEREAS, InterDesign requested that the Plan Administrator review and stipulate to the allowance of Claims 7206 and 8577; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, IT IS SO ORDERED as follows:

1. The recitals set forth above are hereby made an integral part of the Parties’ Stipulation and are incorporated herein.

¹ Claim 7206 was filed subsequent to and amends and supersedes claim 7247.

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2. The following Claims shall be allowed in their entirety as General Unsecured Claims pursuant to the terms of the Plan and Confirmation Order against the Debtor listed below (the “Allowed Claims”):

Claim No.	Date	Debtor	Amount
7206	6/30/2023	Liberty Procurement Co. Inc.	\$999,739.79
8577	07/01/23	Liberty Procurement Co. Inc.	\$243,356.67

3. The Allowed Claims shall not be subject to reduction, disallowance, setoff, recoupment, or any other reduction for any reason, including, but not limited to 11 U.S.C. Section 502(d).

4. The Scheduled Claim shall be deemed to have been superseded by the Allowed Claims.

5. The following Claims shall be disallowed and expunged in their entirety:

Claim No.	Date	Debtor	Amount
7187	6/30/2023	Bed Bath & Beyond Inc.	\$999,739.79
7247	6/30/2023	Liberty Procurement Co. Inc.	\$999,739.79
8522	07/01/23	Bed Bath & Beyond Inc.	\$243,356.67

6. The claims register in the Debtors’ cases shall reflect the foregoing allowance and disallowance of the Claims. The Plan Administrator and his agents and any third parties are authorized and shall take all actions necessary to effectuate the relief provided by this Stipulation.

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7. Notwithstanding the Distribution Record Date (as defined in the Debtors Amended Joint Chapter 11 Plan), all distributions on account of Claim No. 7206 shall be paid to Evolution Credit Opportunity Master Fund II-B, L.P. and not InterDesign at the following address: Evolution Credit Opportunity Master Fund II-B, L.P., 28 State Street, 23rd Floor, Boston MA 02109, Attn: Aaron Zwibach.

8. This Stipulation resolves all InterDesigns' Claims against the Debtors. InterDesign will not file any additional claims, nor will it seek to amend the Allowed Claims.

9. Nothing herein alters, amends or modifies the Plan or Confirmation Order.

10. The Motion is deemed resolved.

11. This Stipulation shall be binding upon and inure to the benefit of the Parties' successors, agents, and assigns, including any bankruptcy trustees and estate representatives.

12. Each of the Parties hereto represents and warrants it is duly authorized to enter into and be bound by this Stipulation.

13. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

14. This Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties or by further order of the Bankruptcy Court.

15. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation and Agreed Order.

Dated: January 12, 2024

Dated: January 12, 2024

**PACHULSKI STANG ZIEHL & JONES
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